



BARNES & THORNBURG

11 South Meridian Street
Indianapolis, Indiana 46204
(317) 236-1313
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#6 2-220466
Revised P/A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Group: 2166

Confirmation No.: 4142

Application No.: 10/035,844

Invention: CUSTOMER-ORIENTED
TELECOMMUNICATIONS DATA
AGGREGATION AND ANALYSIS
METHOD AND OBJECT ORIENTED
SYSTEM

Applicant: Brockman et al.

Filed: January 4, 2002

Attorney

Docket: 33359-100

Examiner: Unknown

Certificate Under 37 CFR 1.8(a)

I hereby certify that this correspondence is being
deposited with the United States Postal Service
with sufficient postage as first class mail in an
envelope addressed to Commissioner for Patents,
Washington, D.C. 20231

on 6/11/03

Karla I. Mays
Karla I. Mays

RECEIVED

JUN 17 2003

GROUP 3600

REVOCATION AND APPOINTMENT OF POWER OF ATTORNEY

Commissioner for Patents
Washington, D.C. 20231

Sir:

I, Jeff Van Zanten, Chief Financial Officer of Symphony Service Corp., Inc., the
assignee of the above patent application as evidenced by the Statement Under 37 CFR 3.73(b)
filed concurrently herewith, do hereby revoke all prior powers of attorney in this application and
hereby appoint as principal attorneys the following:

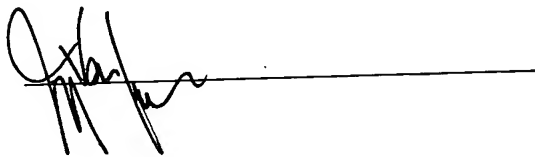
William R. Coffey, Reg. No. 24023; Arland T. Stein, Reg. No. 25062; Nancy
J. Harrison, Reg. No. 27083; Richard D. Conard, Reg. No. 27321; Dilip A. Kulkarni, Reg. No.
27510; Steven R. Lammert, Reg. No. 27653; Richard A. Rezek, Reg. No. 30796; Paul B. Hunt,
Reg. No. 37154; Jeffrey A. Michael, Reg. No. 37394; Bradford G. Addison, Reg. No. 41486;
Shawn D. Bauer, Reg. No. 41603; Jill T. Powlick, Reg. No. 42088; Ronald S. Henderson, Reg.
No. 43669; James R. Sweeney II, Reg. No. 45670; Christopher E. Haigh, Reg. No. 46377;
Kevin D. Bailey, Reg. No. 46531; Rebecca Ball, Reg. No. 46535; Carli E. Stewart, Reg. No.

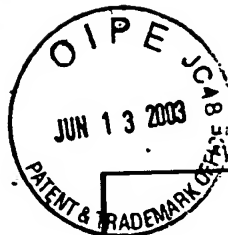
51058; Helen Geib, Reg. No. 50924; Kevin L. McLaren, Reg. No. 48351; Perry Palan, Reg. No. 26213; Mark M. Newman, Reg. No. 31472; Richard P. Krinsky, Reg. No. 47720; Richard B. Lazarus, Reg. No. 48215; Bobby B. Gillenwater, Reg. No. 31105; Gregory S. Cooper, Reg. No. 40965; Thomas J. Donovan, Reg. No. 33231; Alice O. Martin, Reg. No. 35601; Grant H. Peters, Reg. No. 35977; Mark A. Hamill, Reg. No. 37145; Daniel P. Albers, Reg. No. 44008, Sendil Devadas, Reg. No. 52425, Thomas E. Smith, Reg. No. 18243; Dennis M. McWilliams, Reg. No. 25195; James R. Sweeney, Reg. No. 18721; William M. Lee, Jr., Reg. No. 26935; Glenn W. Ohlson, Reg. No. 28455; David C. Brezina, Reg. No. 34128; Jeffrey R. Gray, Reg. No. 33391; Gerald S. Geren, Reg. No. 24528; Robert F.I. Conte, Reg. No. 20354; Timothy J. Engling, Reg. No. 39970; Howard B. Rockman, Reg. No. 22190; Peter J. Shakula, Reg. No. 40808; Mark A. Hagedorn, Reg. No. 44731; and Mark J. Nahnsen, Reg. No. 51093, as attorneys of record with full power of substitution and revocation, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith, and I specify that communications regarding the application be directed to:

BARNES & THORNBURG
11 South Meridian Street
Indianapolis, Indiana 46204
Telephone (317) 236-1313
Facsimile (317) 231-7433

June 9, 2003

Date





STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Brockman et al.

Application No./Patent No.: 10/035,844 Filed/Issue Date: January 4, 2002

Entitled: Customer-Oriented Telecommunications Data Aggregation and Analysis Method and Object Oriented System

Symphony Service Corp., Inc.

(Name of Assignee)

a Delaware Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: S. J. Brockman and M. G. Ludlow (Inventors) To: Teletron, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 012442, Frame 0938, or for which a copy thereof is attached.
2. From: Teletron, Inc. To: Teletron, L.P.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Teletron, L.P. To: Symphony Service Corp., Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE:] A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

6/9/02
Date

650 975 9572
Telephone number

Jeff Van Zanten
Typed or printed name

Signature
Chief Financial Officer
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETE D FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT OF PATENTS

This Assignment of Patents is made as of the 14th day of February 2003, by the bankruptcy estate of **Teletron, L.P.**, a Delaware limited partnership ("Assignor"), to **Symphony Service Corp., Inc.**, a Delaware corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the patents of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

[signature page immediately follows]

02/14/03

14:58

8123388575

TELETRON

005/017

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

ASSIGNOR

TELETRON, L.P., a Delaware limited partnership

By: Teletron Management, Inc., its general partner

By: 

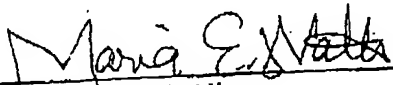
Timothy C. Lybrook, President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Timothy C. Lybrook, known to me to be the President of Teletron Management, Inc., the general partner of Teletron, L.P., a Delaware limited partnership, who, being first duly sworn, executed the foregoing Assignment of Patents for and on behalf of said limited partnership.

Witness my hand and Notarial Seal this 14th day of February 2003.


Signature Notary Public

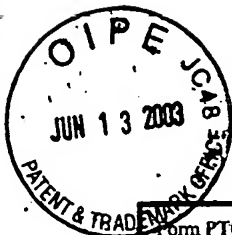
Printed Name: Maria E. Watts

My Indiana County of Residence: Monroe

My commission expires: 12/28/09

SCHEDULE A

- 1) U.S. Utility Patent Application
Publication Number: US2002/0123919
Application Number: 10/035,844
Filing Date: Jan. 4, 2002
Title: CUSTOMER-ORIENTED
TELECOMMUNICATIONS DATA
AGGREGATION AND ANALYSIS METHOD
AND OBJECT ORIENTED SYSTEM
Inventor(s): Brockman, Stephen J.
Ludlow, Michael G.
Assignment: Assignee: Teletron, Inc.
(Reel/Frame 012442/0938; recorded Jan. 4, 2002)
- 2) U.S. Provisional Patent Application
Application Number: 60/273,288
Filing Date: Mar. 2, 2001
Title: TELECOMMUNICATIONS USAGE ANALYSIS
OBJECT ORIENTED SYSTEM AND METHOD
Assignment: Assignee: Teletron, Inc.
(Reel/Frame 011966/0670; recorded July 5, 2001)



Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Teletron, Inc.

2. Name and address of receiving party(ies)

Name: Teletron, L.P.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 7/01/01

City: Bloomington State: IN Zip: 47403-5146

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 60/273,288

10/035,844

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dustin S. DuBois

Internal Address: ICE MILLER

Street Address: One American Square

Box 82001

City: Indianapolis State: IN Zip: 46282

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Dustin S. DuBois (Reg. # 46,233)

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 11 (eleven)

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

January 8, 2003

WRITER'S DIRECT NUMBER: (317) 236-2251
INTERNET: dubois@icemiller.com

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and
Trademarks
Box Assignments
Washington, D.C. 20231

I hereby certify that this correspondence is being deposited
with the United States Postal Service as first class mail in an
envelope addressed to: Commissioner of Patents and
Trademarks, Box Assignments, Washington, D.C. 20231 on

1/8/03
(Date of Deposit)

Linda Pettigrew
Printed or Typed Name of Person Signing the Certificate

Linda Pettigrew
Signature

1/8/03
Date of Signature

Re: Recordation of Assignment to Teletron, L.P.
Patent Serial Nos.: 10/035,844 and 60/273,288
Our File No.: 20148.0003

To Whom It May Concern:

Enclosed for recordation is an Assignment from Teletron, Inc. to Teletron, L.P.
(accompanied by a Cover Sheet), along with a check in the amount of \$80 to pay the recordation
fee. You are hereby authorized to charge any underpayment of fees for this filing to Deposit
Account No. 09-0007. When doing so, please refer to our client number 20148.0003.

Commissioner of Patents
and Trademarks

January 8, 2003

Page 2

Please record this Assignment at your earliest convenience. Please feel free to call the undersigned if you have any questions regarding this filing.

Respectfully submitted,

ICE MILLER



Dustin S. DuBois

DSD/ckm

Enclosures: Recordation Form Cover Sheet
Assignment
Check in the amount of \$80
Return postcard

1102235

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement") is entered into effective as of the 1st day of July, 2001, by and among Teletron, Inc., an Indiana corporation ("Teletron"), Teletron Management, Inc., an Indiana corporation ("Management"), and Teletron, L.P., a Delaware Limited Partnership (the "Partnership") (collectively referred to hereinafter as the "Parties").

RECITALS

- A. Teletron provides telecommunications cost management services.
- B. Teletron conducts its business operations (the "Business") directly itself and through Management, a newly-organized, wholly-owned subsidiary of Teletron.
- C. Teletron and Management formed the Partnership for the purposes of (i) reorganizing and consolidating the Business into a single entity, (ii) creating greater flexibility to expand the ownership of the Business by admitting limited partners, (iii) providing separate management and operating entities to enable them to better evaluate the contributions of their business operations and key personnel and (iv) creating certain tax efficiencies through the use of a limited partnership.
- D. The Parties desire for Teletron to assign, transfer and convey to the Partnership the assets and liabilities comprising the Business, for the Partnership to accept such assets and assume such liabilities and for Management to make a contribution to the Partnership, all in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Assignment of Assets by Teletron. (a) Subject to Section 4 and Section 5 below, Teletron shall transfer, assign and convey to the Partnership, effective as of the Closing Date (as such term is defined in Section 4 below), all of its right, title and interest in and to those assets owned or leased by Teletron and used in connection with the Business (the "Teletron Contributed Assets"). The Teletron Contributed Assets shall include, by way of example and not limitation, those assets owned or used in connection with the Business and reflected on the balance sheet attached hereto as Exhibit A and all of such assets not appearing thereon, including, without limitation, the following:

- (i) all tangible personal property (e.g., machinery, warehouse equipment, office equipment, furniture, fixtures, leasehold improvements, inventory and supplies) owned by Teletron;

- (ii) all accounts receivable of Teletron;
- (iii) all leases for tangible real or personal property to which Teletron is a party;
- (iv) all contracts or agreements to which Teletron is a party;
- (v) all computer hardware and software, owned, leased or licensed to Teletron; and
- (vi) all intellectual property of Teletron, including, without limitation, patents, trademarks, trade secrets, inventions and know-how together with all of the goodwill associated therewith and the registration thereof.

(b) The Teletron Contributed Assets shall be transferred, assigned and conveyed to the Partnership subject to any liens granted on such assets by Teletron in connection with (i) that Senior Subordinated Note Purchase Agreement between Teletron and The Huntington Capital Investment Company, dated as of March 2, 2000, and any amendments or restatements thereof (the "Note Purchase Agreement") and (ii) that Credit Agreement by and between The Huntington National Bank and Teletron, dated as of March 2, 2000, as amended by that First Amendment to Credit Agreement dated October 18, 2000, by and among Teletron, Timothy C. Lybrook, Catherine F. Lybrook and The Huntington National Bank and any renewals or extensions thereof (the "Credit Agreement").

2. Contribution by Management. Subject to Section 4 and Section 5 below, Management shall make a Contribution to the Partnership of One Thousand Dollars (\$1,000) (the "Management Contribution") effective as of the Closing Date.

3. Assumption of Teletron Liabilities. The Partnership shall assume, effective as of the Closing Date, and thereafter pay and perform those liabilities of Teletron associated with the Business or the Teletron Contributed Assets and identified on Exhibit A attached hereto (the "Teletron Liabilities").

4. Effectiveness of Assignment and Assumption. The assignment of the Teletron Contributed Assets, and the assumption of the Teletron Liabilities, shall be subject to (i) the approval of the board of directors of Teletron, (ii) the approval of the shareholders of Teletron, and (iii) the consent of such third parties as may be required under the terms of any instrument, contract, indenture or other agreement to which Teletron is a party or by which it is bound. Upon receiving such approvals and/or consents, Teletron and the Partnership shall execute an assignment and assumption agreement, in the form attached hereto as Exhibit B, which provides for the assignment of the Teletron Contributed Assets and the assumption of the Teletron Liabilities, and Teletron shall execute an assignment in the form attached hereto as Exhibit C, which specifically provides for the assignment of certain of Teletron's intellectual property to the Partnership, each effective as of the date the assignment and assumption agreement is executed (the "Closing Date").

5. Further Cooperation. The Parties acknowledge and agree that the intent of this Agreement is for Teletron to contribute its business operations to, and for Management to make the Management Contribution to, the Partnership. In furtherance thereof, the Parties covenant and agree to execute such documents, agreements and instruments, and perform such further acts as may be reasonably required or desirable, to carry out the intent of the Parties. Teletron shall use its reasonable efforts to transfer the assets and liabilities of the Business to the Partnership. Without limiting the foregoing, in the event that Teletron is unable to obtain the consent necessary to transfer a contract relating to the Business to the Partnership, or to the extent Teletron is a party to a contract that does not relate exclusively to the Business, it shall use its best efforts to cause the Partnership to be added to the contract as an additional party.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date written above.

TELETRON, INC.

By: _____

Timothy C. Lybrook, President

TELETRON MANAGEMENT, INC.

By: _____

Timothy C. Lybrook, President

TELETRON, L.P.

By: Teletron Management, Inc., its general partner

By: _____

Timothy C. Lybrook, President

Exhibit C

ASSIGNMENT

WHEREAS, Teletron, Inc., an Indiana corporation, with a principal place of business at 1801 Liberty Place, Bloomington, Indiana 47403 ("Assignor"), has adopted and used, or intends to use, the marks listed on Schedule 1 attached hereto which are registered, or for which applications are filed and pending in the U.S. Patent and Trademark Office; and

WHEREAS, Teletron, L.P., a Delaware limited partnership, with a principal place of business at 1801 Liberty Place, Bloomington, Indiana 47403 ("Assignee"), desires to acquire said marks and the registrations, or pending applications, thereof;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its rights, titles and interests in and to the said marks, together with the goodwill of the business symbolized in the marks, and the above-identified registrations, or pending applications, thereof.

TELETRON, INC.

Dated as of July 1, 2001

Timothy C. Lybrook, President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2001, before me appeared _____,
the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the
above-identified corporation and with authority to do so.

Notary Public

Printed Name

My commission expires: _____
My county of residence: _____

SCHEDULE 1


<u>Mark</u>	<u>Registration No./ Application No.</u>	<u>Registration/ Filing Date</u>
TELETRON	2,103,503	October 7, 1997
VIPP	2,366,523	July 11, 2000
TCAD	2,428,199	February 13, 2001
VIRTUAL ANALYST	SN 76/177,113	December 7, 2000
VIRTUAL ANALYST	SN 76/177,484	December 7, 2000
VIRTUAL TELECOM ANALYST	SN 76/189,811	January 4, 2001

ASSIGNMENT AND ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Contribution Agreement (the "Agreement"), dated as of July 1, 2001, by and among Teletron, Inc., an Indiana corporation ("Teletron"), Teletron Management, Inc., an Indiana corporation, and Teletron, L.P., a Delaware Limited Partnership (the "Partnership"), Teletron hereby transfers, assigns and conveys to the Partnership all of its right, title and interest in and to the Teletron Contributed Assets, and the Partnership hereby accepts the Teletron Contributed Assets and assumes the Teletron Liabilities. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this 1st day of July, 2001.

TELETRON, INC.

By: 
Timothy C. Lybrook, President

TELETRON, L.P.

By Teletron Management, Inc., its general partner

By: 
Timothy C. Lybrook, President